

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. Contract ID Code Cost-Plus-Fixed-Fee		Page 1 Of 16	
2. Amendment/Modification No.  P00015		3. Effective Date  2004NOV03		4. Requisition/Purchase Req No.  SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM WARREN AMSTA-AQ-AHEA ASHIS PATEL (586)574-7023 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: PATELA@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA SAUDI ARABIA DCMAI UNIT 61301 RIYADH SAUDI ARABIA		Code SSU01A	
				SCD C PAS NONE ADP PT W490AN			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  GD ARABIA LTD OROBA STREET PO BOX 3362 RIYADH, SA SAUDI ARABIA  TYPE BUSINESS: Foreign Concern/Entity				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
						9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-02-C-M037	
						10B. Dated (See Item 13) 2002MAR28	
Code 0XFA9		Facility Code					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. <b>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.</b> If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) ACRN: AB NET INCREASE: \$.00 <div style="text-align: right;">FMS REQUIREMENT</div>							
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS</b>							
KIND MOD CODE: G It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A. <span style="float: right;">The Changes Set Forth In Item 14 Are Made In</span>					
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input checked="" type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: Mutual Agreement of the parties.					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
SEE SECOND PAGE FOR DESCRIPTION							
Contract Expiration Date: 2005MAR31							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) RICHARD K. KULCZYCKI KULCZYCR@TACOM.ARMY.MIL (586)574-7299			
15B. Contractor/Offeror  _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America  By _____/SIGNED/ (Signature of Contracting Officer)		16C. Date Signed  2004NOV03	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

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SECTION A - SUPPLEMENTAL INFORMATION

1. The purpose of this bilateral modification (P00015) for contract DAAE07-02-C-M037 is as follows:

a.

C.5 REPAIR AND RETURN REQUIREMENTS

C.5.1 The Contractor will obtain the following Repair and Return (R&R) services so that if he determines that the respective items of equipment are beyond his capability to repair, he can send the items to a facility that has the repair capability. The Contractor will coordinate transportation of the above items from the Contractor's facility or location of the item to the subcontractor's repair facility and back to the Contractor's facility in Saudi Arabia. The Contractor will provide transportation for items to be repaired within Kingdom.

a. Repair and Return (R&R) of TWGSS equipment, beyond the contractors capability to repair. The Contractor shall also purchase those spare parts that are required to be purchased from Saab, either for repair of TWGSS items or to replenish their PLL stockage. The Contractor shall notify the SPMO of those parts that are not required to be purchased from Saab (shrink wrap, glue, etc.) and can be purchased on the local economy by the SPMO in accordance with paragraph C.6.8.

b. R&R of training devices identified in paragraph C.16.7.1.

c. R&R of DSESTS, beyond the contractors capability to repair.

d. R&R of CTS IIII, beyond the contractors capability to repair.

Added by Modification P000015:

e. R&R of MILES and associated equipment beyond the contractor's ability to repair.

b. CLIN Changes

CLIN 0001AC

PREVIOUS:

Estimated Cost: \$20,366,079.27  
Fixed Fee: 1,952,846.00  
Total: \$22,318,925.27

P00014 MODIFICATION REDUCED THE  
ESTIMATED COST IN THE AMOUNT OF (\$36,084.00)  
FIXED FEE AMOUNT HAS NOT CHANGED AT THIS POINT  
IN TIME.

REVISED:

Estimated Cost: \$20,232,119.27  
Fixed Fee: 1,952,846.00  
Total: \$22,184,965.27

P00015 MODIFICATION REDUCED THE  
ESTIMATED COST IN THE AMOUNT OF (\$133,960.00)  
FIXED FEE AMOUNT HAS NOT CHANGED AT THIS POINT  
IN TIME.

0001AH

Added: By modification P00015

Estimated Cost: \$107,525.00  
Fixed Fee: 9,625.00  
Total: \$117,150.00

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0005AA

Added: By modification P00015 SAUDI INCOME TAX

Previous

\$513,611.00

16,810.00

Revised total for SAUDI INCOME TAX

\$530,421.00

2. The Government and the Contractor mutually agree that all claims and obligations arising from this action are hereby satisfied.

3. As a result of this modification, the total amount remains unchanged.

4. All other terms and conditions remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A 017 \*\*\*

Name of Offeror or Contractor: GD ARABIA LTD

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	<div>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</div> <div><div>SERVICES LINE ITEM</div><div><div>NOUN: CLS TABUK</div><div>PRON: J51CLS7547PRON AMD: 03ACRN: AB</div><div>AMS CD: VKZ013</div><div>CUSTOMER ORDER NO: J51VKZ1347SR</div><div>FMS CASE IDENTIFIER: SR-B-VKZ</div></div><div><div>Estimated Cost: \$20,232,119.27</div><div>Fixed Fee: 1,952,846.00</div><div>Total: \$22,184,965.27</div></div><div><div>P00015 MODIFICATION REDUCED THE</div><div>ESTIMATED COST IN THE AMOUNT OF (\$133,960.00)</div><div>FIXED FEE AMOUNT HAS NOT CHANGED AT THIS POINT</div><div>IN TIME.</div></div><div>(End of narrative B001)</div><div><div>Inspection and Acceptance</div><div>INSPECTION: OriginACCEPTANCE: Origin</div></div><div><div>Deliveries or Performance</div><div><div>DLVR SCH</div><div>REL CD</div><div>QUANTITY</div><div>DATE</div><div>PERF COMPL</div></div><div><div>001</div><div>0</div><div>31-MAR-2005</div></div><div>\$22,184,965.27</div></div></div>		LO		\$22,184,965.27

Name of Offeror or Contractor: GD ARABIA LTD

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AH	<div><div>R&amp;R MILES</div><div><div>NOUN: CLS SUPPORT (R&amp;R MILES)</div><div>PRON: J51CLS7547PRON AMD: 03ACRN: AB</div><div>AMS CD: VKZ013</div><div>CUSTOMER ORDER NO: J51VKZ1347SR</div><div>FMS CASE IDENTIFIER: SR-B-VKZ</div></div><div><div>Estimated Cost: \$107,525.00</div><div>Fixed Fee: 9,625.00</div><div>Total: \$117,150.00</div></div><div>(End of narrative B001)</div><div><div>Inspection and Acceptance</div><div>INSPECTION: OriginACCEPTANCE: Origin</div></div><div><div>Deliveries or Performance</div><div><div>DLVR SCH</div><div>PERF COMPL</div><div><div>REL CD</div><div>QUANTITY</div><div>DATE</div></div><div><div>001</div><div>0</div><div>31-MAR-2005</div></div></div><div>\$117,150.00</div></div></div>				\$117,150.00

Name of Offeror or Contractor: GD ARABIA LTD

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
0005AA	<div>SERVICES LINE ITEM</div> <div>NOUN: SAUDI INCOME TAX PRON: J51CLS7547      PRON AMD: 03      ACRN: AB AMS CD: VKZ013 CUSTOMER ORDER NO: J51VKZ1347SR FMS CASE IDENTIFIER: SR-B-VKZ</div> <div>Inspection and Acceptance INSPECTION: Origin      ACCEPTANCE: Origin</div> <div>Deliveries or Performance DLVR SCH      PERF COMPL <table><tr><td>REL CD</td><td>QUANTITY</td><td>DATE</td></tr><tr><td>001</td><td>0</td><td>31-MAR-2005</td></tr></table><div>\$      530,421.00</div></div>	REL CD	QUANTITY	DATE	001	0	31-MAR-2005		LO		\$ 530,421.00
REL CD	QUANTITY	DATE									
001	0	31-MAR-2005									

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

DESCRIPTIONS/SPECIFICATIONS

C.1 GENERAL

C.1.1 This Contractor Logistics Services (CLS) effort shall support Royal Saudi Land Forces (RSLF) and the President of the SWORD Project goal to achieve and maintain U.S. standards in training and maintenance which will allow for transition of these activities to the RSLF. Specific tasks will be coordinated between the Contractor, the President of the SWORD Project or his designated representative and the U.S. Government Contracting Office.

C.1.2 The Contractor, acting independently and not as an agent of the Government, shall provide the CLS effort as herein described on a Cost-Plus-Fixed-Fee basis in support of the M1A2 Tank, M60A3 Tank and other equipment as listed in the RSLF Table of Organization and Equipment (TO&E) incorporated by reference. Positions to perform under this Contract are shown at Attachment 1. CLS shall include training support; supply support; maintenance support; technical support; New Equipment Training (NET), institutional and unit sustainment training; equipment hand-off to RSLF troop units; information technology support; personnel support services, support of an Oil Analysis Laboratory, Quality Control and support of training aids. The period of performance for this effort shall be 1 April 2002 through 31 March 2005.

C.1.3 Major tasks included in this scope of work are:

Program Management and Control	C.2
Contract Data Requirements	C.3
Financial Management	C.4
Repair and Return Requirements	C.5
Kingdom of Saudi Arabia Furnished/Provided	
Facilities and Services	C.6
Personnel Management	C.7
Personnel Support Services (PSS)	C.8
Performance Reviews/Assessments	C.9
Program Management Reviews	C.10
Normal CLS Hours of Performance	C.11
Field Problem Reporting	C.12
Purchase Requests	C.13
Riyadh	C.14
Al Kharj	C.15
Tabuk	C.16
Hafr Al-Batin	C.17
CONUS Support	C.18
Ozone Depleting Chemicals	C.19
Travel	C.20

C.2 PROGRAM MANAGEMENT AND CONTROL

C.2.1 The Contractor shall provide overall CLS Program Management. The Contractor shall participate as a member of the U.S. Government (USG)/SWORD Project Management Office (SPMO) Contractor management team. The Contractor will participate in program reviews, program scheduling to address establishing priorities, as well as identification and resolution of program related problems. The Contractor shall perform CONUS CLS liaison and coordination in such areas as contracting and financial matters, recruiting Human Relations (HR) and Personnel Support Services (PSS).

C.2.2 The Contractor shall prepare, negotiate and administer all subcontract requirements, to include developing statements of work. All subcontracts will be coordinated with SPMO prior to being approved by the U.S. Government.

C.2.3 Contracting Officers Representative: The Government will designate a COR for this contract as the point of contact for technical matters relating to the performance of this Contract. The PCO will officially designate the COR and shall advise the Contractor in writing of the scope of responsibility with which the COR will be empowered. In no event shall the COR be authorized to make changes to the scope of this Contract. Changes to the Contract can only be accomplished by the PCO (or ACO) by properly executed contract modifications.

C.3 CONTRACT DATA REQUIREMENTS

The Contractor shall prepare technical data and/or reports in the format and scope specified in the applicable Data Item Descriptions (DIDs) (DD Form 1664) included as Exhibit B. This information shall be furnished in accordance with the requirements, quantities, and schedules set forth in the Contract Data Requirements List (CDRL) (DD Form 1423), Exhibit A.

C.4 FINANCIAL MANAGEMENT

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C.4.1 The Contractor shall track, monitor and control all costs related to the CLS contract, provide the Contract Funds Status Report (CFSR) for all CLINs in accordance with DI-MGT-81468 and CDRL A001, track and monitor costs in accordance with the Limitation of Costs clause, and provide monthly variance reports to the customer in the Program Status Report (PSR).

C.4.2 The Contractor shall provide cost estimating for Rough Order of Magnitude estimates (ROMs) and proposals when a change to the contract is contemplated, and will participate in analysis and negotiations of contract modifications with the US Government.

**C.5 REPAIR AND RETURN REQUIREMENTS**

C.5.1 The Contractor will obtain the following Repair and Return (R&R) services so that if he determines that the respective items of equipment are beyond his capability to repair, he can send the items to a facility that has the repair capability. The Contractor will coordinate transportation of the above items from the Contractor's facility or location of the item to the subcontractor's repair facility and back to the Contractor's facility in Saudi Arabia. The Contractor will provide transportation for items to be repaired within Kingdom.

a. Repair and Return (R&R) of TWGSS equipment, beyond the contractors capability to repair. The Contractor shall also purchase those spare parts that are required to be purchased from Saab, either for repair of TWGSS items or to replenish their PLL stockage. The Contractor shall notify the SPMO of those parts that are not required to be purchased from Saab (shrink wrap, glue, etc.) and can be purchased on the local economy by the SPMO in accordance with paragraph C.6.8.

- b. R&R of training devices identified in paragraph C.16.7.1.
- c. R&R of DSESTS, beyond the contractors capability to repair.
- d. R&R of CTS III, beyond the contractors capability to repair.
- e. R&R of MILES and associated equipment beyond the contractor's ability to repair.

C.5.2 Separate CLINs have been established for each requirement.

**C.6 KINGDOM OF SAUDI ARABIA FURNISHED/PROVIDED FACILITIES AND SERVICES**

C.6.1 The SWORD Project Management Office (SPMO) will provide customary and reasonable office/work space for the use of all contractor personnel working in Riyadh, Al-Kharj, Tabuk, Hafr Al-Batn and Khamis Mushait, excluding overhead and G&A personnel working in Riyadh.

C.6.2 The SPMO will provide customary and reasonable office equipment, office supplies, office furniture and telephone, fax and email services (where email is available) for the work areas provided in paragraph C.6.1 above. The Contractor will provide cell phones to contractor personnel and will be responsible for payment of calls made. Personal calls will be reimbursed to the Contract.

C.6.2.1 Office equipment, supplies and telephones are provided for official use only. No personal business will be accomplished using these provided items.

C.6.2.1.1 When the itemized telephone bill is received from the SPMO, the contractor personnel will annotate their telephone bill with any personal calls and reimburse SPMO for those calls.

C.6.2.1.2 The contractor shall use the provisions of paragraph C.13 to request cell phones for those individuals requiring them. These phones will be used for official calls only and any misuse of these phones will result in disciplinary action against the employee.

C.6.2.2 The SPMO will provide maintenance for the office equipment in the work areas in paragraph C.6.1 above.

C.6.3 The SPMO will provide suitable housing for all OCONUS contractor personnel. This may be in the form of a structure or in the authorization of a housing allowance to the contractor employee. SPMO authorized housing allowances to contractor employees will be paid directly by the contractor.

C.6.4 The SPMO will provide transportation for all OCONUS contractor employees from their living area to their normal place of work.

C.6.4.1 The SPMO will provide maintenance and repair services for the vehicles provided to the contractor in accordance with paragraph C.6.4 above. The SPMO will provide fuel for the vehicles described in paragraph C.6.4 above. This may be in the form of fuel coupons or in the authorization of an additional fuel allowance to the contractor employee. The Contractor will provide insurance, registration, Motor Vehicle Periodic Inspection (MVPI) and transfer fes on existing Contractor vehicles.

C.6.5 The SPMO will provide additional items and equipment required by the Contractor in support of the CLS operation in accordance with paragraph C.13.



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C.6.6 The SPMO will provide transportation for items provided in accordance with paragraph C.13, from the supplying facility to the location specified by the contractor in his request for purchase or from the Government Owned-Contractor Operated (GOCO) Warehouse facility in Al-Kharj to the required location.

C.6.7 The SPMO will provide property accountability services for all SWORD Project equipment under the direct control of the contractor. Contractor personnel will sub-hand receipt and be responsible for property under their control.

C.6.7.1 Annually, a formal joint inventory of each sub-hand receipt will be conducted between the SWORD Project property staff and the individual sub-hand receipt holder.

C.6.7.2 Property not accounted for will be jointly investigated and if negligence on the part of the sub-hand receipt holder is determined, the Contractor shall withhold the amount of the replacement cost of the item from the sub-hand receipt holder's pay and replace the item(s). Such replacement is considered an unallowable cost under this contract.

C.6.8 The SPMO will provide all spare parts, supplies and other equipment required by the Contractor in support of in-country maintenance, training and/or application efforts as specified in this Scope of Work.

#### C.7 PERSONNEL MANAGEMENT

C.7.1 For OCONUS operations, the Contractor shall ensure that qualified personnel are employed to meet the contractual requirements. Saudi Arabian Nationals (SAN's) having access to SWORD Project matters shall be approved by the SPMO prior to their employment. For those key personnel identified on Attachment 1, prior to their employment, the Contractor shall submit resumes that meet the performance qualifications and standards as contained in Attachment 2 to the US Government Procuring Contracting Officer (PCO) and the SWORD Project Management Office (SPMO). In the event of subsequent change in personnel in these designated key positions, the Contractor shall resubmit resumes of subsequent employees to assure that the replacement employee meets the minimum performance qualifications set forth in Attachment 2. For non-key personnel, qualifications will be based upon using the Military Occupational Skill (MOS) criteria in Army Regulation 600-1 or equivalent.

C.7.2 Removal of Employees: An employee may be removed, in accordance with the Saudi Labor Laws, for cause, from employment in the Kingdom of Saudi Arabia (KSA), at the direction of the Procuring Contracting Officer, if he fails to comply with Saudi laws and regulations, cannot adapt to the KSA culture, cannot perform the duties for which he was hired, or has committed fraud in representation of his qualifications. If an employee is removed for cause, then the Contractor will provide a qualified replacement at no additional cost to the Contract.

#### C.8 PERSONNEL SUPPORT SERVICES (PSS)

The Contractor shall provide and manage PSS, that is not provided by the SPMO under paragraph C.6, for all Contractor employees and their authorized dependents stationed in the Kingdom of Saudi Arabia in support of the SWORD Project. Examples of PSS are medical and other related efforts/services associated with the life support of program personnel.

#### C.9 PERFORMANCE REVIEWS/ASSESSMENTS

The Contractor shall submit a monthly Project Status Report, Data Item DI-MGT-80368, CRDL A002 to the PCO and SWORD Project personnel to ensure review of program status, financial data and accomplishments/deficiencies and corrective action to be taken.

#### C.10 PROGRAM MANAGEMENT REVIEWS

The Contractor shall participate in formal Program Management Reviews (PMRs) held in conjunction with the United States Government (USG) and the Kingdom of Saudi Arabia (KSA).

#### C.11 NORMAL CLS HOURS OF PERFORMANCE

C.11.1 The normal work week for Contractor personnel will be forty (40) hours, Saturday through Wednesday. Normal work day will be eight (8) hours plus mid-shift lunch break. The Contractor shall adjust the work schedule to accommodate the Ramadan period. No training shall be scheduled for a 10 - 14 day period during both Ramadan and Hajj holidays (based on the actual Saudi holidays). The Contractor shall make maximum use of these periods for leaves and personnel absences.

C.11.2 No overtime shall be paid unless the effort causing the overtime has been previously approved by SPMO. Should immediate or emergency events arise that prevent prior SPMO approval of the overtime, telephonic notification to SPMO will be made as soon as practical.

#### C.12 FIELD PROBLEM REPORTING

C.12.1 For the M1A2 and M60A3 tanks and unit tank maintenance data that the Contractor has accessibility to, the Contractor shall

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write and submit Field Problem Reports (FPRs) whenever an M1A2 and/or M60A3 tank failure mode is unusual, or the failure mode is occurring more often than expected failure rates. In addition, the Contractor shall submit DA Form 2028-2 whenever it discovers discrepancies in M1A2 and/or M60A3 technical manuals. The Contractor shall be responsible for familiarizing Royal Saudi Land Forces soldiers on the procedures for preparation of FPRs.

C.12.2 The FPR's shall be in the format identified in Attachment 3. The reports will be provided to The SWORD Project Management Office (SPMO).

C.13 PURCHASE REQUESTS

C.13.1 When the contractor requires items or equipment to be purchased, they will notify SPMO in writing, preferably by electronic message, of their requirements. The notification should define the equipment as precisely as possible to include National Stock Number, Part Number, Manufacturers Code, size, color, quantity, name brand, estimated cost, etc, if pertinent; full justification for the request; a brief statement describing the effects of SPMO not approving the request; when the item/equipment is required; and the location or site that the item/equipment should be delivered to.

C.13.2 Items/equipment provided by SPMO that are fully compatible in form, fit and function to those requested may be substituted by SPMO and will be used by the contractor.

C.14. RIYADH

C.14.1 The Contractor will provide an Operations Manager in Riyadh who will be responsible for coordination of all operational actions pursuant to the CLS contract. He will act as the day-to-day interface between the SWORD Project RSLF leadership, the SWORD Project Management Office (SPMO), the COR and the Contractor Program Manager. This individual will be responsive to the guidance, questions, concerns and requests for information from the SWORD Project RSLF leadership and the SPMO staff.

C.14.2. The Contractor will provide a Logistics Supervisor in Riyadh responsible to manage all SWORD Project logistics functions. This includes supply and maintenance activities throughout the SWORD Project training sites. This individual will participate in the RSLF/SPMO weekly deadline status report meetings. This individual will also be responsible to directly supervise the supply and warehouse operation and Vehicle Park in Al-Kharj.

C.14.3 The Contractor shall provide a Quality Control individual who shall be responsible to the Program Manager for proper performance of all duties to be performed under the terms of the CLS Contract. He shall monitor all aspects of the Contract Scope of Work at all locations where the work is being performed. At the direction of the Program Manager, he will check on specific areas and functions and advise the SPMO of his findings.

C.14.4 The Contractor shall provide a dispatcher to monitor and control vehicle usage and maintenance.

C.15 AL-KHARJ

C.15.1 The Contractor shall coordinate with RSLF personnel in obtaining information relative to the receipt of SWORD Project equipment and materials at the Al Kharj Supply Depot.

C.15.2 The Contractor shall provide Inventory Control and Warehousing Operations for SWORD Project materials and equipment at the SWORD Project Warehouse facility. The Contractor shall prepare Supply Deficiency Reports (SDR) for damaged, missing or incorrect equipment and material, forward the SDR to SPMO, and maintain a register of SDR's submitted to SPMO. The Contractor shall provide SPMO a quarterly stock status report of all materials and equipment on hand at the warehouse facility.

C.15.3 The Contractor shall provide a semi-annual services and maintenance capability for all SWORD Project wheeled vehicles stored at the SWORD Project Vehicle Park in Al-Kharj. The contractor will report to SPMO on a monthly basis the types of vehicles and services that are required to be performed the following month, and the vehicles and services that were performed in the preceding month. All discrepancies between required and actual will be explained as to the reason the service was not performed. The contractor will requisition all parts required for the services or maintenance from the Ordnance Corps Warehouse in Al-Kharj. The contractor will also maintain a list of all vehicles under their control that are Ready For Issue (RFI). This list will be provided to SPMO as required.

C.15.4 The Contractor shall provide two Western personnel to assist the RSLF in rebuilding the M60A3 AVDS 1790 engine. This will consist of conduction informal On-the-Job Training (OJT) courses, helping to reorganize the maintenance facility, providing guidance in the calibration and use of special tools, assisting in the training on the appropriate technical manuals and assisting in the teardown and rebuild of the engines.

C.15.4.1 The Saudi Arabian Government shall provide the maintenance facilities, special tools, repair parts and all other expendible and nonexpendible items required for the rebuild of the M60A3 AVDS 1790 engine.

C.16. TABUK

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C.16.1 The Contractor will be required to provide support for training, maintenance, training device maintenance, Information Technology services and support an Oil Analysis Laboratory as described in detail below.

C.16.2 The Contractor will support the RSLF in developing and operating an Armor Training Center (ATC) instrumented field training site for Armor Corps Company-level training similar to the U.S. Army's Combat Maneuver Training Center. This support will consist of providing advice and guidance to the RSLF as they train the Opposing Force (OPFOR) Battalion, train the Senior RSLF ATC Commander in Observer/Controller (O/C) functions and duties and how to conduct After Action Reviews (AARs) and perform duties as Platoon O/Cs during conduct of ATC exercises, including conducting limited Platoon AARs and providing input to the Company AAR. The Contractor will be required to further provide guidance to the RSLF in developing training scenarios, Operations Orders and Rules of Engagement for the training area and the Training and Evaluation Outlines (T&EOs) for the exercises. The Contractor will support the RSLF Officer in Charge (OIC) in his conduct of the AARs.

C.16.3 The Contractor will support the RSLF in developing and operating the Leader Training Program, which is a Brigade/Battalion Battlestaff Simulation Warfighter Exercise training program for Armor Corps Battalions and Brigades as follows: Develop training scenarios, Operations Orders and Rules of Engagement for the Simulation Center, pre-exercise training programs for the Battalions and Brigades that will rotate through the Simulation Center, the T&EOs for the exercises, and the maintenance of the Simulation Center computer equipment. The Contractor will support the RSLF Officer in Charge (OIC) in his conduct of the AARs.

C.16.4 The contractor will provide maintenance, maintenance support and maintenance training to the RSLF mechanics and maintenance related personnel for M1A2 and M60A3 tanks and support equipment as listed in the TO&E.

C.16.4.1 The FSR will be key personnel and shall have the following qualifications for the M1A2 Tank Hull, Turret, and Fire Control System:

- a) Possess complete understanding of the proper diagnostic, repair, and logistical procedures for operation, maintenance and advanced troubleshooting of the tank and its subsystems through the depot level.
- b) Possess expert knowledge in tanks and all interface devices for training and diagnostic equipment.
- c) Be highly experienced in the operation of military and Contractor specific test and diagnostic equipment.

C.16.4.1.1 The FSR shall perform the following tasks for the M1A2 Tank Hull, Turret, and Fire Control Systems.

- a) Provide advice and on-site assistance for operational, maintenance, troubleshooting, and related technical issues to RSLF unit personnel at all levels.
- b) Prepare detailed technical reports, and submit the completed reports to the SPMO.
- c) Access technical information from GDLS engineering, logistics, manufacturing, and quality staffs to assist in system support activities.
- d) Establish and implement a formal On-The-Job Training (OJT) program to unit maintenance personnel.

C.16.4.1.2 The FSR will be designated as the Senior Mechanic and will be responsible, through the Program Manager, to the President of the SWORD Project for all maintenance issues and questions.

C.16.4.2 The Contractor will provide two (2) M1A2 Mechanics (one for the hull and one for turret/fire control) who will be capable of performing and teaching RSLF mechanics in their particular area of expertise (hull, turret/fire control).

C.16.4.2.1 The M1A2 turret/fire control trainer, or both, shall be capable of performing diagnostic inspections on failed LRU/SRU components using a RSLF-provided DSESTs. This individual shall be required to perform part time in the Tabuk BMD checking components to ensure there is evidence of failure and to see if the component can be repaired in Kingdom prior to being returned to the US for repair.

C.16.4.3 The Contractor shall report, on a daily basis, the maintenance status of the M1A2 Tanks in the Armor Institute and Units in accordance with DI-MISC-80508A, CDRL A003.

C.16.4.4 The M60A3 Maintenance trainers shall be capable of performing and teaching RSLF mechanics in their particular area of expertise (hull and turret/fire control). Two mechanics, one Hull and one Turret/Fire Control Specialist, will be dedicated to the Battalion conducting Opposing Force operations as part of the Armor Training Center.

C.16.4.4.1 The contractor shall conduct an inspection on a limited number of M60A3 tanks throughout the fleet in order to determine their average maintenance state. This will be reported to the SPMO along with a recommendation on how to bring the fleet to Fully Mission Capable (FMC) status. This will cause no increase to the cost of the contract. The work will be performed by personnel already on the contract. (P00010)

C.16.4.5 The Contractor shall provide one person to be the Maintenance Supervisor. The Maintenance Supervisor shall provide expertise on maintenance procedures and training programs for vehicles assigned to, or operated by, Armor Corps soldiers and units. He shall ensure a weekly maintenance deadline status report is submitted to SPMO, utilizing DA Form 2406, to include status of

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requisitioned or required parts. He shall monitor the activities and performance of duties of the assigned Contractor mechanics and PLL clerks.

C.16.5 The Contractor shall provide Master Gunners capable of performing and training RSLF Armor Corps soldiers in gunnery and Master Gunner skills. They will be Senior Instructor/Operator (SI/O) qualified, or capable of becoming SI/O certified on M1A2 Unit/Platoon Conduct of Fire Trainer (U/PCOFT) or M60A3 U/PCOFT depending on which tank they were hired for. They will ensure the RSLF crews conduct pre-gunnery maintenance procedures, Armament Accuracy Checks and screening. They will also be required to provide guidance to Armor Corps units in developing a Gunnery Training Program. They will be required to provide guidance to the Armor Institute in gunnery training either in the classroom, range or on a U/PCOFT or in the pre-gunnery maintenance procedures, Armament Accuracy Checks and screening.

C.16.5.1 One M1A2 Master Gunner will be designated as the Senior Master Gunner and be responsible through the Program Manager to the President of the SWORD Project for all gunnery issues for both the M1A2 and the M60A3. This individual will also be required to make regular visits to Armor Corps units outside Tabuk to check on the contractor Master Gunners stationed in these areas and to ensure that the unit gunnery programs are maintaining the required standards, as outlined in the U.S. gunnery manuals. Upon notification by the U.S. Government, the Master Gunner shall make an immediate visit to the outlying site to resolve an immediate problem or question.

C.16.5.2 One Master Gunner will be assigned to Tiger B-3 range. He will be responsible to observe the operation of the range. The Contractor will report to the President of the SWORD Project or his designated representative any deviation from the gunnery training standards or range operation standards. Before reporting, they should provide guidance to the RSLF Range Operations personnel in order to achieve those required standards.

C.16.5.3 The Contractor shall provide one Westerner to be the Range Technician in Tabuk to assist the Royal Land Forces personnel in running Tiger B-3 range and in conducting After Action Reviews for the firing crews. Employee may also be required to assist in the operation of other RSLF ranges in the Kingdom.

C.16.6 The Contractor shall provide two Recon trainers to provide guidance to the RSLF in their training of scout soldiers in the Armor Institute, Tank Battalion Scout Platoons, Brigade Recon Companies and two Light Armor Battalions. This will include the development of training classes or Programs of Instruction, conducting training classes and conducting training exercises from a field location. Travel and extended duty away from Tabuk will be involved.

C.16.7 The Contractor will provide Training Devices Maintenance Support (TMDS) from Tabuk for the Tabuk, Taif, King Khalid Military City (KKMC) and Khamis Mushait sites.

C.16.7.1 Supported devices are as follows:

Tabuk:	117 ea. Crew Station Trainers (CSTs) 24 ea. Video Disc Gunnery Simulators (VIGS) 32 ea. Computer Based Trainers 22 M60A3 VIGS
Taif:	2 ea. Tank Turret Maintenance Trainers (TTMT) 16 ea. Part Task Trainers (PTT) 40 ea. Computer Based Trainers
KKMC:	12 M60A3 VIGS
Khamis Mushait:	6 M60A3 VIGS

C.16.7.2 The Contractor shall provide maintenance support in accordance with the device manufacturers published maintenance documentation, using manufacturers training, spares, Government Furnished tools and test equipment and references for the respective devices. Maintenance support shall consist of performing periodic scheduled services, and performing troubleshooting and fault isolation and repair.

C.16.7.3 The Contractor shall maintain a store of Government Furnished and Contractor furnished parts at Tabuk and Taif to support maintenance requirements.

C.16.7.4 Those repairs that the Contractor cannot perform because they are beyond the scope of the device manufacturers published maintenance documentation, or of the manufacturers training, spares, Government Furnished tools, test equipment, or references, shall be returned to the OEM for repair and return IAW Paragraph C.5.1.

C.16.7.5 The Contractor shall maintain records and submit reports to the SPMO regarding operational status of equipment, repair parts activities, and repair parts stockage as follows:

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C.16.7.6 Operational Status shall be reported to the SPMO on a monthly basis, in a contractor provided, SPMO approved format.

C.16.8 The Contractor shall provide CLS support for Tank Weapons Gunnery Simulation System (TWGGS) equipment provided as GFE. The support shall be based in the provided Armor Institute warehouse in Tabuk. All requirements in paragraphs C.16.8.1 through C.16.8.8 pertain to TWGGS and MILES equipment.

C.16.8.1 The Contractor shall be responsible for operation of the warehouse, issuing equipment IAW the RSLF schedule, and providing technical and training support in accordance with the priorities and instructions of the Armor Institute Commandant or his designated representative. Equipment will be issued to RSLF units for temporary use and received back after use, inspected, stored, serviced and repaired as required.

C.16.8.2 The Contractor shall conduct necessary scheduled and unscheduled maintenance on the TWGSS equipment in accordance with the equipment manufacturers published maintenance documentation. Equipment or components that are beyond the Contractors capability to repair shall be returned to the OEM for repair and return IAW Paragraph C.5.1.

C.16.8.3 The Contractor shall maintain a repair parts stock provided as GFE. The Contractor shall maintain a record of repair parts usage and demand history. The Contractor shall recommend changes in the stockage level of specific parts as appropriate.

C.16.8.4 The Contractor shall maintain records of all services and repair actions performed on the TWGSS equipment, and shall provide a monthly report of equipment operational readiness status to the SPMO.

C.16.8.5 The Contractor will maintain a record of equipment issued and turned in and shall document the condition of equipment when turned in.

C.16.8.6 The Contractor shall provide repair, troubleshooting and technical support of the Improved Tank Gunfire Simulator (ITGS); however, this does not include the pyrotechnic cartridges used with the ITGS. Service and maintenance actions on the ITGS shall only be performed when it is empty of all cartridges. The Contractor is responsible for assuring that the ITGS is empty of all cartridges.

C.16.8.7 The Contractor shall provide technical support for issued equipment. The technical support shall include troubleshooting, maintenance, and Direct Exchange (DX) at the field site on an on-call basis. The DX capability shall include the capability of having a complete spare TWGSS tank kit available at the field site. The Contractor shall also provide on-the-job training for installation, operation, maintenance, troubleshooting and After Action Reviews of the TWGSS.

C.16.8.8 TWGSS being used at the Armor Training Center will have a dedicated training maintenance contact person present the entire time an Armor Corps Company is training. This person will support, in priority, the training unit followed by the OPFOR. He will attempt to make repairs to inoperable equipment, but if that can not be accomplished in a timely manner, he will DX the equipment, ensure the new equipment is operational and repair the equipment at a later time.

C.16.8.9 In periods of heavy usage and competing support requirements, the priority of the Contractors effort (other than the individual dedicated to the ATC) shall be on supporting issued equipment during periods when equipment is in use in the field, followed by preparation and issue of the next equipment scheduled for issue, followed by acceptance of equipment being turned back in, followed by repair of non-operational equipment.

C.16.8.10 The Contractor will be required to train up to five (5) RSLF soldiers at the TWGSS facility. The Contractor shall conduct training in accordance with a Program of Instruction (POI) to be prepared by the Contractor and approved by the SPMO. Upon completion of training, the RSLF soldiers will work at the TWGSS facility as Subject Matter Experts (SME) teams to assist the RSLF units in using and training with TWGSS. The Contractor will continue to be responsible for operating the TWGSS facility and repairing and maintaining the TWGSS equipment.

C.16.8.11 The Contractor will be required to provide a two (2) week New Equipment Training Class for the M1A2 TWGSS and/or the M60A3 TWGSS (when available) to be presented in English for up to eight (8) RSLF students. Dates will be coordinated with and approved by the SPMO. The Contractor will continue to be responsible for operating the TWGSS facility and repairing and maintaining the TWGSS equipment during these classes.

C.16.8.12 The Contractor will be required to provide a one (1) week New Equipment Training (NET) course for TWGSS equipment configured for use on and with the HMMWV to be presented in English for up to eight (8) RSLF students. Dates will be coordinated with and approved by SPMO. The Contractor will continue to be responsible for operating the TWGSS facility and repairing and maintaining the TWGSS equipment during these classes.

C.16.9 The Contractor shall provide qualified personnel capable of operating an Oil Analysis Laboratory. These personnel shall be responsible to conduct proper analytical techniques and procedures and to report their findings. It is estimated that this laboratory will analyze approximately 7,000 samples per year, making a best effort to provide 72-hour laboratory analysis and response, but in any event, in providing an analysis and response within five (5) working days provided required supplies are available. The Oil Analysis Laboratory shall evaluate oil samples from RSLF M1A2 Tanks, M60A3 Tanks, M2 Bradley Fighting Vehicles, M900 Series 5 Ton Trucks, Heavy

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Expanded Mobility Tactical Trucks (HEMTT), M88 Recovery Vehicles, and Piranha Light Armored Vehicles (LAV). Other vehicles may be added as U.S. Army analysis data becomes available on additional vehicles

C.16.9.1 The Army Oil Analysis (AOAP) DA Pamphlet 738-750 shall be used for general guidance and paragraphs 4-1, 4-2a, 4-2b, 4-2c, 4-2f, 4-2g, 4-2h, 4-5, 4-7, 4-8 (modified to use RSLF forms and in-Kingdom shipping/couriers), 4-10, 4-11, 4-12, Table 4-1, Table 4-2, and Table 4-3 shall apply. Oil samples for the LAV and HEMTT shall be taken in accordance with paragraph 4-12 of DA Pam 738-750.

C.16.9.2 The Saudi Arabian Government shall provide laboratory facilities that shall be located in the Tabuk Base Maintenance Directorate (BMD) area. All testing equipment and expendable materials shall be provided by the RSLF.

C.16.10 The Contractor shall provide guidance to the RSLF in providing training and maintenance support to a M109A5 Field Artillery Battalion when the equipment is fielded. The RSLF training and maintenance support will include developing gun, Platoon, Battery and Battalion training programs, conducting this training in a classroom, in the motor pool and in the field and in conducting maintenance and maintenance training for assigned RSLF mechanics.

C.16.11 The contractor shall provide a Prescribed Load List (PLL) trainer capable of performing and teaching PLL procedures to designated PLL clerks. He shall also regularly visit all assigned PLL clerk locations/units to ensure that they are performing to the standards contained in DA PAM 738-750. He will be required to teach a PLL course to Saudi students. This course will be conducted in English.

\* C.16.11.1 The contractor shall provide two (2) assistant PLL trainers to work with the PLL Trainer in teaching courses in the Armor Institute.

\* C.16.12 Deleted by modification P00007

C.16.13 The Contractor shall provide Information Technology support to the Armor Institute. This will include troubleshooting hardware and software in the Armor Institute Computer training class, troubleshooting hardware, software and networks in the Armor Institute and assisting SPMO in assessing the requirements for the Leader Training Program facility.

C.16.14 The Contractor shall provide maintenance for crew communications equipment. This includes repair of CVC helmets, curly (spaghetti) cords and intercom boxes. The maintenance activity shall be established in the TWGSS or MILES warehouse on the Armor Institute using repair parts and tools provided as GFE.

C.16.15 The Contractor shall provide one individual as the Executive Assistant to the Commander, 7th Brigade.

\* C.16.16 Deleted by modification P00007

C.16.17 The Contractor shall provide one M1A1 Hull Mechanic capable of performing DS and GS repairs to the tank engine. He shall also be responsible to prepare a formal on-the-job (OJT) training program and train up to four RSLF mechanics at a time in DS/GS engine repair. Upon successful completion of the formal OJT program, the Contractor shall award each RSLF student a certificate attesting to his completion. This individual shall also be capable of monitoring the performance of the RSLF Bas Maintenance Directorate (BMD) mechanics who are repairing the AGT 1500 engines and recommending improvment as required.

C.16.18 The Contractor shall provide two individuals to the Armor Institute capable of teaching up to ten students each at a time in English language skills. This includes reading, writing and speaking English.

C.16.19 The Contractor shall provide two Interpreter/Translators to the Armor Institute.

C.17 HAFR AL-BATIN/KKMC

C.17.1 One individual will be designated as the Senior Site Person and he will be responsible for all personnel and financial services for site personnel as well as to ensure that all site personnel conform to Kingdom and site rules; regulations, procedures and customs.

C.17.2 The M60A3 mechanics shall provide guidance to the RSLF mechanics in their particular area of expertise (hull, turret and fire control). They should also support the units in developing maintenance SOPs, performing scheduled services and in ordering and maintaining an adequate repair parts stockage.

C.17.3 The Master Gunners assigned will be responsible to train the units in correct gunnery and pre-gunnery skills in accordance with the schedule established by SPMO. This will include strict adherence to maintenance checks and services and firing to the standards of the appropriate US Army gunnery manual for all tables.

\* C.17.3.1 The contractor shall provide one (1) range mechanic to the Hafr Al-Batn range and one (1) mechanic to the Khamis Mushait range.

\* C.17.4 Deleted by modification P00007

\* C.17.5 The Recon Trainer shall be responsible to train Scout soldiers and units in Recon Platoons, Recon Companies and a Light Armor Battalion. This tactical instruction shall include training in the classroom and in a fiel environment.

C.18 CONUS SUPPORT

The Contractor shall obtain services in CONUS to support the CLS effort. This effort shall include recruiting, obtaining administrative and medical data for Visa purposes, obtaining visas for personnel who will work in Saudi Arabia and in other HR/PSS, financial and contracting matters.

C.19 OZONE DEPLETING CHEMICALS

C.19.1 The Contractor is authorized to use the following Class I Ozone Depleting Chemicals (CIODS) which have been determined, by the Government, to have no current suitable substitutes and to be essential to contract performance:

NSN	NOMENCLATURE
6830-00-543-6623	HALON, Type 1301

C.19.2 With the exception of Halon Type 1301, the Contractor is not authorized to use any other Class I Ozone Depleting Chemicals (CIODS). Those CIODS, identified by the Contractor during its review of the Government's TDP or specifications are believed to have suitable substitutes. Should the Contractor be unable to procure suitable substitutes, it shall request a waiver from the PCO.

C.20 TRAVEL

Travel will be required for work that is to be performed at a location other than the employees' normal work site as described at Attachment 1. Such Government approved travel, based on historical experience, includes trips to Tabuk, Riyadh, KKMC, Khamis Mushayt and the United States. This does not include for any SPMO directed travel. Separate CLIN 0004AA is established for all travel-related expenses, tickets, lodging, per diem, rental car, etc.

\* C.21 Khamis Mushait

\* C.21.1 One individual shall be designated as the Senior Site person and he will be responsible for all personnel and financial services for the site personnel as well as to ensure that all site personnel conform to Kingdom and site rules, regulations, procedures and customs.

\* C.21.2 The Master Gunner assigned shall be responsible to train the units in correct gunnery and per-gunnery skills in accordance with the schedule established by SPMO. This will include strict adherence to maintenance checks and services and firing to the standards of the appropriate US Army gunnery manual for all tables.

\* C.21.3 The Tactics Trainer shall be responsible to train the tank units in Platoon and Company tactics in accordance with the schedule established by SPMO. This will include training in the classroom and in a field environment.

\* C.21.4 The Recon Trainer shall be responsible to train Scout soldiers and units in Recon Platoons, Recon Companies and a Light Armor Battalion. This tactical instruction shall include training in the classroom and in a field environment.

\* Changed by modification P00007

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SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM MIPR	ACRN	OBLG STAT/ JOB ORD NO		PRIOR AMOUNT	INCREASE/DECREASE AMOUNT		CUMULATIVE AMOUNT
0001AC	J51CLS7547 VKZ013 J51VKZ1347SR	AB	1 1FMJHB	\$	22,318,925.27	\$ -133,960.00	\$	22,184,965.27
0001AH	J51CLS7547 VKZ013 J51VKZ1347SR	AB	1 1FMJHB	\$	0.00	\$ 117,150.00	\$	117,150.00
0005AA	J51CLS7547 VKZ013 J51VKZ1347SR	AB	1 1FMJHB	\$	513,611.00	\$ 16,810.00	\$	530,421.00
NET CHANGE					\$	0.00		

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AB	9711 X8242SRO1X6D1000VKZ 013252GSRS20113	W56HZV	\$ 0.00
NET CHANGE				\$ 0.00

		PRIOR AMOUNT OF AWARD		INCREASE/DECREASE AMOUNT		CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$	36,229,742.00	\$	0.00	\$	36,229,742.00